

APPENDIX PRICING

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APPENDIX PRICING**1. INTRODUCTION**

- 1.1 This Appendix sets forth the terms and conditions under which the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) offers services and products to CLEC at the rates, prices and/or charges set forth in the applicable state pricing sheet(s) attached hereto. The services and products offered to CLEC have been divided into two categories: Resale and Other (Resale). These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 SBC-13STATE - As used herein, SBC-13STATE means the applicable above listed ILEC(s) doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.
- 1.4 SBC-SWBT - As used herein, SBC-SWBT means the applicable above listed ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.5 SBC-AMERITECH - As used herein, SBC-AMERITECH means the applicable above listed ILEC(s) doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.
- 1.6 PACIFIC -As used herein, PACIFIC means the applicable above listed ILEC doing business in California.
- 1.7 NEVADA -As used herein, NEVADA means the applicable above listed ILEC doing business in Nevada.
- 1.8 AM-IL -As used herein, AM-IL means the applicable SBC owned ILEC doing business in Illinois.

- 1.9 SNET -As used herein, SNET means the applicable above listed ILEC doing business in Connecticut.
- 1.10 This section applies to SNET only
- 1.10.1 Other than as specifically set out elsewhere in this Agreement, SNET resale prices are available as described in DPUC ordered CT Access Service Tariff Section 18.
- 1.10.2 Operator Services (OS) and Director Assistance (DA) Monthly Recurring Charges (MRCs) and Nonrecurring Charges (NRCs) are set forth in the Connecticut rate sheet attached.
- 1.11 This section applies to AM-IL only
- 1.11.1 Other than as specifically set out elsewhere in this Agreement, AM-IL resale prices are available as described in ILL.C.C. No. 20 Tariff Part 22.
- 1.12 This section applies to SBC-AMERITECH only
- 1.12.1 If a rate element, price and/or charge for a product or service contained in, referenced to or otherwise provided by SBC-AMERITECH under this Agreement (including any attached or referenced Appendices) is not listed in this Appendix Pricing, including any rates, prices and/or charges developed in response to a CLEC Bona Fide Request(s) (BFR), such rates, prices and charges shall be determined in accordance with Section 252(d) of the Act; provided however, if SBC-AMERITECH provides a product or service that is not subject to the pricing principles of the Act, such rate(s), prices(s) and/or charges shall be as negotiated by SBC-AMERITECH and CLEC.
- 1.12.2 Except as otherwise agreed upon by the Parties in writing, SBC-AMERITECH shall not be required to provide CLEC a product or service under this Agreement unless and until the Parties have agreed upon a rate element, price or charge (whether a final rate/price/charge or, as agreed upon by the Parties, an interim rate/price/charge subject to a true-up, true-down) applicable to the requested product and/or service.
- 1.12.3 Certain of the rates, prices and charges set forth in this Appendix Pricing were established by the Commission. If during the Term the Commission or the FCC changes a rate, price or charge in an order or docket that generally applies to the products and services available hereunder, the Parties agree to amend this Appendix Pricing to incorporate such new

rates, prices and charges with such rates, prices and charges to be effective as of the date specified in such order or docket.

2. RECURRING CHARGES

- 2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated Resale or Other (Resale), and Other element service or product will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used.
- 2.2 Where rates, prices or charges consist of usage sensitive charges or per occurrence charges, such rates, prices or charges are classified as “recurring charges”.
- 2.3 CLEC shall pay for all usage on usage sensitive or per occurrence calls including those that are not completed due to “busy” or “don't answer” status.

3. NONRECURRING CHARGES

- 3.1 Nonrecurring Charges are applicable for both categories of services and products.
- 3.2 For Resale, when a CLEC migrates an End User's existing service and the migration service request also includes the addition of new service or features and/or changes or disconnects some portion of the existing service or features, the normal service order charges and/or non- recurring charges associated with said additions and/or changes will apply.
- 3.3 The appropriate nonrecurring charges shall apply for each service request processed by SBC-8STATE, including but not limited to the following:
 - 3.3.1 Installation (Service Order and Connect);
 - 3.3.2 Disconnection (Disconnect);
 - 3.3.3 Rearrangement/modification (Change);
 - 3.3.4 Record Order (Record)
- 3.4 Some items, which must be individually charged, are billed as nonrecurring charges.

- 3.5 CLEC shall pay a service order processing/administration charge for each service order submitted by CLEC to SBC-AMERITECH to process a request for installation, disconnection, rearrangement, changes to or record orders for Resale.
- 3.6 Time and Material charges (a.k.a. additional labor charges) are defined in the document specified below for the ILEC indicated.
 - 3.6.1 Tariff Schedule Cal P.U.C. No.175-T for PACIFIC.
 - 3.6.2 FCC Tariff 73 for SBC-SWBT and NEVADA.
 - 3.6.3 The applicable pricing appendix for SBC-AMERITECH.

4. BILLING TIMELINES- This section applies to PACIFIC only

- 4.1 To the extent that any billing for services or products offered under this Agreement is made through PACIFIC's Carrier Access Billing System (CABS), the prices for monthly recurring charges (MRCs) and nonrecurring charges (NRCs) provided for in this Agreement may take a substantial period of time from the Effective Date of this Agreement to implement in PACIFIC's CABS.
- 4.2 To the extent that any billing for services or products offered under this Agreement is made through PACIFIC's CABS, any prices for MRCs and NRCs subsequently adopted by the CPUC may take a substantial period of time from the date of the final order to implement in CABS and shall comply with any Commission timeline.
- 4.3 Until such time as any prices discussed in Section 5.1 or Section 5.2 above are implemented in CABS, PACIFIC may continue to bill at the established prices contained within the most recent prior interconnection agreement between the Parties, if any. If there is no prior interconnection agreement between the Parties, PACIFIC shall bill at the prices PACIFIC is currently billing one or more of its other CLEC customers that, in PACIFIC's good faith judgment, most closely match the prices applicable hereunder.
- 4.4 Due to this CABS billing implementation time period, a true-up or true-down of all such prices, without interest, retroactive to the effective date specified in the order or docket, will be due upon billing implementation of the new prices.

5. BILLING

- 5.1 For information regarding billing, non-payment, disconnection, and dispute resolution, see the General Terms and Conditions of this Agreement.

6. APPLICABILITY OF OTHER RATES, TERMS, AND CONDITIONS

- 6.1 Every resale service provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such resale service. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each resale service provided hereunder: introduction, definitions, interpretation, construction and severability; description and charges of service; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud by end users; deposits; billing and payment of charges; non-payment and procedures for disconnection; services; additional terms applicable to resale of services; ancillary services; network and service order conditions; dispute resolution; audits; responsibilities of SWBT; disclaimer of representations and warranties; limitation of liability; responsibilities of CLEC; indemnification; remedies; intellectual property; notices; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; delegation to affiliate; assignment; force majeure; taxes; non-waiver; customer inquiries; expenses; conflicts of interest; survival; appendices incorporated by reference; authority; counterparts; amendments and modifications; and entire agreement.